

GreaseShield Managed Service Agreement IE

1. Client details

Invoice Address:

Company Name: Austinbrook Ltd

Trading Name: Esquires Coffee

Main Contact: Aidrian Mullan

Invoicing Address: 28-32 O'Connell Street, Dublin 1

Site Address: Esquires Coffee, 28-32 O'Connell Street Lower, Rotunda, Dublin 1

Email: maintenance@hiexdublincc.com

Telephone: [+353 1 525 2362](tel:+35315252362)

Mobile:

Company VAT No. 3417241CH

Company Registration No:

2. Service Provider

Correspondence Address:

Company Name:	Environmental Products & Services Ltd (Abbreviated to EPAS throughout the rest of the agreement)
Email:	CustomerService@EPAS-Ltd.com
Department:	Sales
Address:	15 Shepherd's Way, Carnbane Industrial Estate, Newry BT35 6EE
Telephone:	+44 (0) 28-30833081
Email:	accounts@epas-ltd.com
Company Registration No:	N.I. 034654
Company VAT No:	IE 9721178R

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3. Commencement Date and Expiry Date

Commencement Date: 25/05/2021

Duration (Months):12

Expiry Date: 24/05/2022

N.B. Commencement of the Maintenance Agreement will not start until payment has been received or a Direct Debit has been set up. Any works carried out previously to the agreement will be chargeable. For payment methods please see section 9. *This contract will be automatically renewed on each anniversary date on a monthly basis until such time as either party gives one month's written notice of termination.

4. Frequency of Maintenance

Quarterly Visits (Every 3 Months)

5. GreaseShield to be Serviced

Item Manufacturer:

Model:

Serial No:

Comments:

6. Services Per GreaseShield. (Listed in Section 5)

- Check PLC and operational times suit client requirements and is operational.
- Check FOG Removal Functions and ensure operational.
- Check Solids Removal Functions and ensure operational.
- Check Anti Flood Functions and ensure operational.
- Check Installation of Equipment.
- Remove Any Excessive Sludge From Tank.
- Replace Failed Parts (Excludes loss, breakages or failure from accidental or malicious damage, FOG Container, FOG Lid and Solids Container).
- Staff Training on GreaseShield Daily Maintenance Requirements, filling in GreaseShield Daily Maintenance Records.

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7. Schedule of Rate

Description	Duration of Agreement (months)	No.of GreaseShield (as per section 5)	Cost Per GreaseShield per Month (Net of Vat)	Total Cost per 12 months (Net of Vat)	VAT Rate (%)	12 month VAT total	12 Month Period Total
Services per GreaseShield as per the schedule in section 6	12	1	€45.00	€540	13.5	€72.90	€612.90

Total of Agreement (Net of VAT:)	€540.00
Total of Agreement (Gross of VAT:)	€612.90

8. Payment Terms

The agreement must be paid in advance for every 12 month period or by Monthly Direct Debit. Please see section 9 for payment methods. If applicable any additional parts or labour used to repair accidental damage will be invoiced separately.

To apply for credit an EPAS customer application form must be completed and returned for approval before any credit can be issued.

If the client has an outstanding overdue balance to EPAS, this must be paid in full prior to any service visit to allow the service work to be carried out. Please note this may affect your establishment's compliance with the local regulatory authority.

9. Payment Methods

Direct Debit:

Complete and Return an Original Signed Direct Debit located at the end of this document post to the following: Environmental Products & Services Ltd, 15 Shepherds Way, Carnbane Industrial Estate, Newry, Co. Down, Northern Ireland BT35 6EE. Please note that if there are any additional invoices, this will be added to Direct Debit Payments.

Electronic Bank Payment: €EUROS:

Environmental Products & Services Ltd.
Allied Irish Bank, Clanbrassil Street,

Environmental Products & Services Ltd.
15 Shepherd's Way, Carnbane Ind Est, Newry, Co.Down, N. Ireland BT35 6EE
Tel. From ROI: 048 3083 3081 Tel. From UK: 028 0833 081
Company Registration No. N.I. 034654
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Dundalk, Co.Louth

A/C No: 28427180

Sort Code: 93-24-50

IBAN: IE69 AIBK 9324 5028 427180

Debit/Credit Card Payment:

Please contact EPAS office on +44 (0)28 30833081 and provide details of Debit/Credit Card (Excludes Lazer) to process payment.

A surcharge of 2% will apply to all Credit Card transactions.

Cheque:

Please make cheques payable to 'Environmental Products & Services Ltd'

Post to: Environmental Products & Services Ltd, 15 Shepherds Way, Carnbane Industrial Estate, Newry, Co. Down, Northern Ireland BT35 6EE.

10. Client Requirements

- Provide EPAS personnel with Welfare Facilities (Toilets, Hand Washing Facilities etc...) if required.
- Allow access to the site for EPAS maintenance personnel from Monday to Friday 08:00hrs to 21:00 hrs.
- GreaseShield Daily Maintenance requirements to be completed and recorded with the amount of FOGS and Food Solids removed, noted in the GreaseShield Daily-Maintenance-Log Books.
- The FOGs removed by the GreaseShield must be stored in a separate FOG Storage Bin (EPAS can provide this additionally to the Maintenance Contract). When this is disposed of it must be by a licensed waste haulier (EPAS can provide this additionally to the Maintenance Contract) and records must be kept.
- The Food Solids removed by the GreaseShield must be stored in the Food Waste bin. When this is disposed of it must be by a licensed waste haulier and records must be kept.
- Staff to be available during maintenance visit to allow training on GreaseShield Daily Maintenance Requirements by EPAS maintenance personnel, to adhere to Kitchen Best Management Practices.

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“Do’s and Don’ts” and Best Management Practices posters will be provided to provide staff with ongoing visual aids.

11. Exclusions

- Inlet and Outlet pipework of the equipment and uncapped vents to sewer and tun dishes for ovens.
- If rectification is required a quotation will be provided by EPAS to the client for approval before the works can commence.
- Electrical Power Supply to the equipment. If rectification of the electrical power supply is required a quotation will be provided by EPAS to the client for approval before the works can commence.
- Appliances connected to the equipment covered in the equipment schedule.
- Loss, breakages or failure from accidental or malicious damage.
- Replacement FOG Containers, FOG Container Lid and Solids Containers, due to accidental damage. These are chargeable items.
- Pumps and Waste Water lift stations connected to the equipment.
- CCTV and Drain Cleaning.
- In no event shall the provider be liable for any damages, including loss of business, loss of opportunity, loss of profits or for any other direct or indirect or consequential loss or damage whatsoever arising from any stoppage, breakdown or failure of the equipment however occasioned.

12. Termination

Either party may terminate this agreement at any time by giving at least 30 days' prior written notice to the other, subject to these costs being paid, the residual balance of any pre-payment will be refunded to the client company. The client company paying the service provider for any costs incurred to the termination date (including all service call outs, time on site and parts used) under this agreement.

Either party may terminate this agreement immediately at any time by notice in writing if:

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- (i) the other party commits a breach of this agreement and fails to remedy it within a reasonable time of being given written notice from the other party to do so; or
- (ii) the other party passes a resolution for winding up, ceases to carry on its business or is declared insolvent

13. Force Majeure

Neither party shall be liable to the other party for any delay or failure to perform any of its obligations under this agreement if the delay or failure results from events or circumstances outside its reasonable control, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party in writing of the nature and extent of such events. If such circumstances continue for a continuous period of more than 28 days, either party may terminate this agreement by written notice to the other party.

14. Signatures of Agreement between both parties.

Client:

On behalf of:

I have read, understood, and agreed to all the details in this agreement

Printed Name: DARREN MURRAY..... Position: ACCOUNTANT.....

Signature: ..... Date: 25/05/2021.....

Service Provider:

On behalf of: *Environmental Products and Services Ltd

Position: Office Office

Signature: Date: 06/11/2020